

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT TRANSPORTATION
AND
THE ARIZONA DEPARTMENT OF EMERGENCY MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

THIS AGREEMENT is entered into 22 APR 11, 1998,
between agencies of the STATE OF ARIZONA, to wit; the ARIZONA DEPARTMENT OF
TRANSPORTATION, acting by and through its INTERMODAL TRANSPORTATION DIVISION,
(the "ADOT") and ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS,
DIVISION OF EMERGENCY MANAGEMENT, acting by and through its DIVISION DIRECTOR
(the "ADEM")

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.
2. The ADEM is empowered by Arizona Revised Statutes Section 26-306 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the ADEM.
3. The ADOT and the ADEM desire to participate in installing and implementing a Highway Closure and Road Restriction Subsystem (HCRS) which will provide real time data relating to construction locations, traffic related maintenance activities, weather related road closures, roadway weather information, and traffic accident information to the traveling public, at an estimated cost of \$4,606.00, all at ADOT expense.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:
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SCOPE

1. The ADOT will:

a. Provide an initial site survey, install the equipment hardware, which shall remain the property of the ADOT, and the software which will contain all required state routes and GIS based routes in the database.

b. Provide connection to the ADOT's central database, training for ADEM personnel to operate the system, and provide the ADEM with system repair and technical support, as well as system security.

c. Be responsible for the cost of a. and b. above, currently estimated at \$4,606 00.

d. After one (1) year of operation, confer with the ADEM to decide whether or not to continue the program.

2. The ADEM will:

a. Provide an appropriate limited access site for the equipment, a dedicated telephone line for connection to the central database, electrical energy with surge protection to operate the system and authorized personnel for data entry.

b. After one (1) year of operation, confer with the ADOT to decide whether or not to continue the program, and assist the ADOT in determining the effectiveness and the cost/benefit of the program. Provide maintenance to the equipment, and, in the event the program is terminated by either party, return the equipment to the ADOT.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Division of Emergency Management
Division Director
5636 E. McDowell Road
Phoenix, AZ 85008-3495

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

DIVISION OF EMERGENCY MANAGEMENT

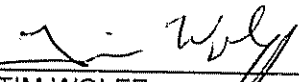
DEPARTMENT OF TRANSPORTATION

By



MICHAEL P. AUSTIN
Division Director

By




TIM WOLFE
Assistant ADOT Engineer

RESOLUTION

BE IT RESOLVED on this 17th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Arizona Department of Emergency and Military Affairs, Division of Emergency Management for the purpose of defining responsibilities for installing a Highway Closure and Road Restriction Subsystem (HCRS) at the Division of Emergency Management to provide realtime data to the ADOT database o road closures, traffic delays, etc.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Assistant State Engineer for approval and execution.



DAVID ALLOCCO, acting Manager
Engineering Technical Group

for MARY E. PETERS, Director